Terms and conditions of travel insurance
For Swedbank AS Visa/MasterCard Gold revolving credit cards

We want travel insurance to offer you the support and security you need in the event of unexpected situations that may occur in the course of your trip. The terms and conditions of travel insurance of Swedbank P&C Insurance AS determine the scope of the travel insurance cover.

The Swedbank P&C Insurance AS travel insurance terms and conditions 12 for Swedbank AS Visa/MasterCard Gold revolving credit cards are valid as of 1 September 2015.

This is a translation. In case of a dispute, the Estonian terms and conditions are valid.

Definitions

The **Policyholder** means Swedbank AS, which has entered into an insurance contract for the benefit of the Insured Persons.

We or **the Insurer** means Swedbank P&C Insurance AS.

You or **the Insured Person** means a person who holds a valid Swedbank AS Visa/MasterCard Gold revolving credit card or an additional card.

Co-**Insured Persons** are the spouse, partner, children and grandchildren of the Insured Person, provided that they are travelling with the Insured Person. The insurance will cover the Insured Person’s child or grandchild if:

- he/she is not married;
- he/she is up to 17 years old (incl.);
- he/she is up to 21 years old (incl.) full-time student.

The **Sum Insured** means the maximum sum to be indemnified by the Insurer for every insured event that is determined separately for each insurance cover.

The **excess** is the amount of the damage that will be borne by you in every insured event. The excess amounts to 30 euros. The excess is applicable upon property insurance, change of itinerary upon travel disruption insurance and liability and legal assistance insurance insured events.

**Trip** means a temporary stay in one foreign state or in multiple foreign states along with travelling there and back. A trip starts when you leave your home or workplace in order to take up a journey and it ends with arrival from the journey back at home or your workplace.

Insurance cover validity and sums insured

The insurance cover will take effect if you pay for at least one of the expenses set out below with your Swedbank card or by means of a bank transfer from your personal Swedbank bank account:

- any type of tickets for travelling to the destination;
- package travel expenses;
- accommodation expenses preceding the insured event; and
- fuel expenses preceding the insured event.

If the expenses cannot be determined in detail, the insurance cover will take effect if you have paid for at least 50% of (all) the travel expenses with your Swedbank card or by means of a bank transfer from your personal Swedbank bank account.

You must have a valid Swedbank Visa/MasterCard Gold credit card at the moment of paying for the travel expenses.

**Insurance cover validity period** – the insurance cover will be valid for trips of up to three months. Once the duration of a trip exceeds three months, the insurance cover will no longer apply for the respective trip.

**Insurance cover validity territory** – the cover is valid for trips anywhere in the world except your country of residence. Your country of residence means the country where you permanently reside (you have lived there for over 183 days in the 365-day period preceding the trip). In your country of residence, the insurance cover is valid when travelling to the airport or another point of departure for the trip and when returning home or to your workplace.
The table sets out the names and Sums Insured of the insurance covers included in this contract.

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<td>Personal Property</td>
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**Inspection covers**

**Accident insurance**

Accident means a sudden unforeseeable event due to the direct and external impact of which a person suffers a traumatic injury. We also consider sunstroke, drowning or a health disorder caused by contact with a poisonous substance as an accident.

**Disability of the Insured Person**

We will pay the invalidity indemnity if an accident that occurred during a trip resulted in the loss of a body part or organ or a functional impairment of the aforesaid within one year of the trip, thus bringing about permanent incapacity for work.

The amount of the invalidity indemnity depends on the usual severity of the permanent incapacity for work caused by the loss of body part or organ and the Sum Insured of the accident, and it is calculated as follows.

Severity of permanent incapacity for work | Amount of indemnity
---|---
> 50% | 100% of the Sum Insured
< 50% | 50% of the Sum Insured

In case of Insured Persons who are children or entitled to retirement pension, we will proceed from the percentage of loss of capacity for work that a working person would have normally suffered in case of such an injury.

**Death of the Insured Person**

If the insured person dies within one year due to an accident that occurred during the trip, we will pay the beneficiary the Sum Insured applicable in the event of death. If you have not specified a beneficiary, we will pay the indemnity to the successor based on the general procedure for succession.

The invalidity indemnity paid previously for the same accident will be deducted from the Sum Insured applicable to death.
Medical assistance insurance

If your state of health deteriorates due to an injury or severe illness in a foreign country, we will indemnify the reasonable expenses incurred in relation to urgent treatment in a foreign country that are medically justified, as well as any expenses on the medicinal products and medical aids determined by the attending physician. We will be entitled to decide whether you will be returned to your country of residence at our expense if your state of health allows such transportation, or whether the treatment expenses in a foreign country will be indemnified.

In the event of dental treatment, the indemnity is limited to first aid expenses to the extent of 200 euros per insured event.

We only compensate the costs related to illnesses and injuries whose symptoms appear for the first time during the trip. In the event of chronic diseases, we indemnify the costs of first aid provided due to an unexpected worsening of the illness.

In addition to direct treatment expenses and the expenses of transporting you to your homeland, we indemnify the following:

- expenses on transporting the Insured Person to a medical institution and to an accommodation establishment from the medical institution;
- costs of buying a coffin;
- costs of transporting the corpse or urn to the Insured Person’s homeland. At the request of the next of kin, we organise the cremation of the corpse in the state where the insured event took place;
- costs of returning a child to their homeland. If you cannot return from a trip at the planned time for medical reasons, we will indemnify the costs of returning the child travelling with you. We do not indemnify such costs if your spouse or partner or a close relative of the child participates in the trip;
- travel expenses of a close relative or partner. If you are unable to return from a trip due to medical reasons and must stay in a hospital for at least ten days, we will indemnify the reasonable costs of a return trip for a close relative or partner for the purpose of visiting you;
- travel lengthening costs. If you cannot return from a trip at the planned time due to medical reasons, we will indemnify the costs arising from the lengthening of the trip for you and one of the Co-Insured Persons.

Medical expenses exceeding 1,000 euros and all other expenses must be previously approved by us.

We will not indemnify for the following:

- expenses in relation to health services provided in your country of residence, as well as any expenses incurred in a foreign country in relation to the insured event if you had been to your country of residence between the occurrence of the insured event and incurring the aforesaid expenses;
- expenses on rehabilitation;
- expenses related to a psychiatric or psycho-neurological illness, incl. depression;
- cost of cosmetic and plastic surgery;
- expenses related to pregnancy and childbirth as of the 28th week of pregnancy, except for emergency care in case of an accident;
- medical expenses related to an abortion;
- expenses incurred in treating a sexually transmitted disease, AIDS or an illness caused by HIV;
- costs related to a physical injury or disability or chronic illness that existed before the start of the trip;
- scheduled medical treatment costs;
- expenses which are subject to indemnification under the law, international treaty or other legislation, or under compulsory or mandatory insurance;
- vaccination costs;
- expenses of using non-medical assistance or alternative medicine.

Property insurance

Personal Property
We indemnify costs related to the restoration or replacement of personal effects taken with you on a trip if these effects are damaged or destroyed due to a sudden unforeseeable event during the trip (incl. theft).

Principles of indemnification
You must inform the local police about a theft or robbery of the items. If this is not possible, inform the travel agency of what has taken place within 24 hours of the loss of the items. If an item is destroyed in the course of transport, register the destruction with the transport operator and present a respective certificate to us. If the damaged item can be repaired, we will indemnify the repair costs. If repairing the item is not possible or the object has not been preserved, we will indemnify the costs of purchasing an equivalent new item.
Exception. The re-acquisition costs of laptops, tablets, phones and suitcases that are more than one year old will be reduced by 20% for every year. If the depreciation sum is higher than the excess, the latter will not be taken into consideration upon indemnification.

We will be entitled to request that you hand over the item to us if:
• we pay monetary compensation for the damaged item;
• you gain possession of the lost item for which we have paid the indemnity. If you do not wish to hand the item over to us, you will have to immediately repay the indemnity.

We will not indemnify for the following:
• damage to or destruction of an item unsuitable for transportation;
• normal wear and tear of the item in the course of regular usage;
• damage to the item upon contact with corrosive or staining substances included in the luggage;
• theft or loss of any unsupervised items.

The following items are not insured:
• antiques, works of art, or collections;
• items containing precious metals, precious stones, semi-precious stones, and furs;
• cash and securities, tickets, documents (except for identity documents and bankcards; see below in relation to the indemnification thereof);
• motor vehicles, trailers, caravans, boats and ancillary equipment;
• plants and animals.

For the purpose of preventing theft or items being broken, these security regulations must be followed:
• objects must be stored in the specified rooms or locked premises in transport vehicles and accommodation establishments;
• it is prohibited to leave luggage unsupervised in public locations or store it in unlocked motor vehicles, caravans, trailers, roof boxes or luggage containers. Luggage kept in a locked vehicle must be placed in such a manner that it does not attract attention;
• objects that must be handled with care (e.g. phones, tablets, laptops, glasses, sunglasses) must be included in cabin baggage.

If you fail to follow the security regulations, we will be entitled to reduce the insurance indemnity or refuse to pay the indemnity. In addition to you, your family members and other people who use the insured items are responsible for following the safety regulations.

Identity documents and bankcards
Upon the loss or destruction of your only travel document, driver’s licence, technical passport of a vehicle or bankcard, we will indemnify the reasonable expenses incurred in a foreign country for the purpose of replacing them.

Travel disruption insurance

Change of itinerary
We indemnify the following:
• prepaid, irrecoverable and trip-related costs of services that you failed to use, but for which you had paid before the occurrence of the insured event and the payment for which is certified;
• additional transport and accommodation expenses that cannot be compensated in any other manner to a reasonable extent in order to continue your trip pursuant to the initial itinerary or, if that is not possible, in order to return to your country of residence earlier than planned.

if caused by:
• an unexpected sudden acute illness, accident or death of you, your spouse or partner, child, parent, grandparent, sister, brother, father-in-law, mother-in-law or your only travel companion;
• your property situated in your homeland has been damaged due to a sudden unforeseeable event due to which your presence in your homeland is inevitably required;
• loss or destruction (but not expiry) of special travel accessories or travel documents that you took along for the trip if the accessories or documents cannot be replaced during the trip;
• a terrorist act or a natural disaster designated as a catastrophe by the authorities at the destination of the trip, due to which the authorities have prohibited staying at the destination of the trip or the provision of tourist services is disrupted;
• any deviation from schedule or failure to depart of a transport vehicle on a scheduled route or any other pre-determined departure time or failing to catch such a vehicle due to meteorological conditions, a natural disaster, technical failure, traffic accident, a sudden traffic jam, road closure or detour;
• accident with or theft of the vehicle used for travelling due to which it is impossible to continue the trip;
If additional transport or accommodation costs are incurred due to a change of the itinerary and the irrecoverable transport or accommodation services that have already been paid for remain unused, we will indemnify the cost of the higher of the two.

If a third party (e.g., the transport company or accommodation establishment or the travel agent) offered replacement services instead of the unused services (e.g., accommodation in the airport hotel), we will consider the cost thereof to be equal to the cost of the unused service and deduct the cost thereof from the indemnity unless the content and quality of such a replacement service differ substantially from the initial service. In such an event we consider 50% of the price of the initial service to be the cost of the replacement service.

We advise you to examine the examples on our website.

We will above all indemnify any expenses that had to be made in order to continue the trip in the best possible manner while following the initial itinerary as closely as possible. The calling off or cancellation of a trip must be justified by means of an illness or the unavoidable need to be present in the homeland or due to the fact that you are unable to achieve the objective of the trip for the most part due to circumstances independent of you.

We do not consider the calling off or cancellation of a trip to be justified if, for example:

- you do not go on a trip because the departure is late, even though this fact did not considerably change the attainment of the purpose of the trip;
- you interrupted the trip because a portion of the itinerary was not delivered (e.g., you could not participate in a desired excursion).

We will not indemnify the expenses incurred if the change in the itinerary is caused by:

- a wrongfully planned schedule that does not take into consideration the minimum time limits required for transfers (e.g., pursuant to the recommendations of the airline), regular meteorological conditions, etc.;
- pregnancy, complications arising from it or childbirth, unless you were not aware of the pregnancy at the moment of conclusion of the insurance contract;
- chronic illness or worsening thereof;
- psychiatric or psycho-neurological illness, incl. depression;
- wilful infliction of an injury to oneself, causing an illness or damaging property.

Exchange of plane ticket

We will compensate the fee for the exchange of plane tickets and the increase of the price of the new plane tickets caused by the exchange to the extent of 150 euros, provided that the reason for the exchange is a change of the itinerary independent of your actions and attributable to reasons beyond your control. The exchange of the plane tickets must have occurred before check-in.

Delay of the departing flight

If a departure is more than four hours late due to postponement or overbooking, we will compensate the necessary expenses incurred due to it to the extent of 150 euros. If a departure is more than 24 hours late, we will indemnify the costs incurred as a result thereof to the extent of 300 euros. We will pay an indemnity when you submit written confirmation by the airline or the travel agent regarding the delay of the departure, the reasons for it and booking the trip.

We will not indemnify expenses incurred if:

- the departure was not a regular charter or scheduled flight;
- the delay of the departure was caused by a strike or a lockout, a flight ban imposed by aviation officials or other authorities or another activity that you were aware of before going on the trip.

Luggage delay

If the arrival of luggage is delayed in the destination of your trip by the transport operator for at least 4 hours, we will indemnify any essential commodities that you purchased or rented for the purpose of using them during the trip as well as any expenses incurred in order to purchase objects that are important with regard to the purpose of the trip to the extent of 300 euros.

We will indemnify the expenses provided that:

- it is not cabin luggage;
- you have taken reasonable measures to obtain your luggage;
- you have immediately notified the respective transport operator of the late arrival of your luggage and you have a certificate that verifies the delay in the transport of luggage that includes a note concerning the time of receipt of the luggage.
If the hold luggage failed to reach the destination of the flight within 21 days, we will indemnify the sum of property insurance minus the luggage delay indemnity.

**Liability and legal assistance insurance**

**Liability insurance**
We indemnify damage to property or personal damage caused by you to third parties, due to which you have civil liability.

A claim for damages has been filed against you or the intention to file a claim for damages against you has been expressed in writing. The injured party is a third party and you are liable under the law for causing damage to them.

**Indemnified losses means reasoned claims filed against the Insured Person.**

**Personal damage** means damage arising from the death or injury of a person.

**We will indemnify the following:**
- medical expenses;
- decrease in income due to temporary or permanent incapacity for work;
- funeral expenses;
- maintenance indemnities.

**Damage to property** means loss arising from illegal impairment or destruction of an item.

**We will indemnify the following:**
- expenses incurred in restoring or replacing the items. If it is impossible to restore or replace the items, we will indemnify the market value of the property;
- loss arising from the destruction of the items.

**We will not indemnify for claims resulting from the following:**
- ownership, possession or use of a vehicle, watercraft or aircraft;
- damage that you have caused wilfully or due to gross negligence;
- your contractual liability, obligations assumed under a contract (incl. written and other guarantees);
- relationships between you and your family members and close relatives;
- insult or defamation;
- disputes pertaining to employment, public service or family law;
- damage caused to sports equipment that you use;
- statutory fines, interest, late interest and other penalties added to the damage that you were ordered to pay or that were awarded to the injured party;
- AIDS, infections, medications and infectious diseases.

**How to act in the case of an insured event covered by liability insurance**

If an event occurs that may give rise to a claim for damages, you must:
- immediately inform us of a possible claim and forward to us all the information related to the insured event (incl. information on civil, administrative, criminal or misdemeanour proceedings related to the insured event);
- immediately hand over to us the written claim for damages submitted to you;
- if necessary, provide explanations regarding the insured event and the claim;
- apply measures necessary to prevent or reduce loss;
- at our request, issue us a power of attorney so we can represent you in connection with the insured event.

If a claim is filed against you, you can admit your guilt or mistake in connection with causing the damage, make an offer or a give promises to compensate for the damage only after obtaining our written consent.

**Principles of indemnification with regard to liability insurance**

If a claim is filed against you, we will verify the circumstances serving as the grounds for such a claim, reject unfounded claims, and if the claim is subject to indemnification, indemnify the loss caused. If several injured parties have filed a claim against you and the total amount of their claims exceeds the amount of the liability insurance, we will indemnify the claims to the extent of the Sum Insured in proportion to the size of the claims. If multiple people are liable for the same damage, we will compensate only the portion corresponding to your liability out of the entirety of the damage caused, but not more than the amount of the liability insurance. We will indemnify for legal costs in the same proportion.

**Legal aid insurance**

If you commit an unlawful act in a foreign country due to negligence, we will indemnify the related necessary and justified legal aid costs and pay the bail to the extent of the Sum Insured, if required. Legal costs insurance cover will not ensure release on bail or refund of the bail by a court or authorities.
You must repay the bail amount to us within 12 months after we have paid it. If the court or other authorities return the bail amount to you sooner, you must immediately hand it over to us. The bail amount must also be repaid to us within 12 months if the court or other authorities do not return your bail amount.

**We will not indemnify for the following:**
- expenses we have not approved beforehand;
- penalties and other obligations of a sanctioning nature;
- costs arising from an act that you committed before the start of the insurance cover or that we were informed of when more than 90 days had passed from committing the act.

**General exclusions**

Above, we have specified the exclusions concerning the specific insurance cover for each cover. The following exclusions apply to any insurance cover.

**We will not indemnify damage caused by:**
- epidemic, pandemic;
- weapon of mass destruction; war or a situation similar to a military operation; revolution; uprising; mass disorder;
- nuclear energy, radioactivity;
- actions of public authorities, expropriation;
- alcohol abuse, intoxication by narcotic drugs or toxic substances or their aftereffects;
- suicide or attempted suicide, illegal activities, putting oneself in danger intentionally, or participation in fights;
- your intent, gross negligence or illegal activities;
- absence of valid documents (e.g. passport, visa).

**We will additionally not indemnify for the following:**
- loss of profit or non-proprietary claims;
- moral damage;
- claims that are based on loss events of which you were aware before entering into the insurance contract.

**Generally excluded activities**

The instances caused by the following hazardous activities are not included in the insurance cover:
- participation in official sports competitions or training camps;
- off-piste mountain skiing or snowboarding, speed skiing;
- diving at a depth of over 10 metres, diving at night, to shipwrecks, in underwater caves and diving alone;
- surfing, kitesurfing, sail-boarding, ocean sailing, boating in rapid rivers and descending from waterfalls;
- aviation sports or riding extra light or amateur-built aircrafts, hang-gliders, gliders or hot-air balloons;
- parachuting and bungee-jumping;
- mountain hiking at a height of more than 4,500 metres, mountain hiking on routes exceeding category PD* and mountain hiking alone and in remote areas;
- alpinism, mountaineering or rock climbing;
- hikes or expeditions to jungles, deserts, wilderness or uninhabited areas without a professional guide;
- combat sports or contact sports such as boxing, wrestling, judo or karate;
- motorsports;
- working in mines and on oil and gas platforms;
- working as a seaman, fisherman, police officer, security guard, rescue worker, member of ship or plane crew or in a job or position involving the right to use or carry a weapon;
- participation in acts of war or performance of the mandatory duty to serve in the Defence Forces;
- staying in an area of crisis as an observer, rescue worker, medical worker or for other similar reasons;
- an activity of equal hazardousness as the aforementioned.

* Mountain hiking and rock climbing – indicated category of difficulty pursuant to the European Alpine***; for climbing on Via Ferrata routes – indicated category of difficulty pursuant to the Italian Via Ferrata Grading System; canyoneering – indicated category of difficulty pursuant to the Canyoneering Grade System

**Acting upon occurrence of insured event**

Inform the Claims Handling of Swedbank P&C Insurance AS at the first opportunity or ask somebody else to do so. Also make sure to contact Claims Handling in order to approve any expenses to be incurred.

**Contact details of Claims Handling:**
Telephone 888 2111 (24 hours)
E-mail address kahjuabi@swedbank.ee
The loss notice can be submitted via the Internet Bank at the address www.swedbank.ee/kindlustus.

We will indemnify the cost of the required phone calls that you make in relation to the insured event.

Upon an insured event, a claims handler of Swedbank P&C Insurance AS will advise you as to how to proceed, and give you an overview of the subsequent steps to take.

**Documents required to apply for insurance indemnity**

It must be possible to identify the circumstances of the insured event and the extent of expenses on the basis of the application regarding loss and documents appended to the application. If you have submitted copies of the documents, we have the right to request originals.

**We can demand the following in relation to indemnification of damage:**

- explanatory information and necessary evidence;
- expense receipts;
- medical certificates;
- your medical examination and information about the results. The examination will be conducted at our expense if the Estonian Health Insurance Fund does not compensate for it;
- copy of death certificate or other documents certifying cause of death;
- oral and written explanations;
- information concerning you:
  - from other insurers and financial institutions (incl. Swedbank and companies belonging to the same group as Swedbank);
  - the Estonian Health Insurance Fund;
  - from other persons and state authorities who have information in relation to the circumstances and the situation preceding and following the insured event;
  - from the doctor and health care institution who treated you.

**Principles of indemnification**

We do everything we can to make the indemnification process quick and easy. We will inform you of our decision on indemnification of damage within 10 days at the latest as of the identification of the circumstances of occurrence of the damage, the extent of the damage and the receipt of all required documents concerning the insured event.

If a dispute has occurred in relation to our indemnification obligation or the scope thereof, we may agree in writing on appointing an expert for conducting an expert assessment. The costs of the expert assessment will be borne by the party that suggested the idea of appointing an expert, unless we agree differently in writing.

If we delay the payment of the insurance indemnity, we must pay you late interest. The rate of late interest provided in the Law of Obligations Act will apply in this case.

**Limitation of Claims**

The limitation period of the claims arising from the insurance contract will be three years. The limitation period will commence as of the end of the calendar year in which the claim became collectible.

**Processing personal data**

Upon processing your customer data (including delicate personal data), we will follow the procedure “Principles for Processing Customer Data in Swedbank Estonia Companies”. The aforesaid procedure is accessible in Swedbank AS branches and on the website at the address www.swedbank.ee/tingimused.

**If you are not satisfied**

If you are displeased with the services of Swedbank P&C Insurance AS, please let us know. We hope that we will be able to find a solution that satisfies both parties. If you do not agree with our decision or require additional explanations, you may apply for a revision of the decision. Send us your written application, describing your opinions concerning the decision, and we will reply to you within ten days.
You have the right to address extrajudicial bodies for complaints related to us (e.g. the Conciliation Body of the Estonian Insurance Association or the Consumer Protection Board). If you need additional data in order to draw up your complaint, we will be glad to help you. You are also able to contest our indemnification decisions in a court.

Please refer to the procedure “Procedure for Resolving Customer Complaints” accessible on the website of Swedbank AS at the address www.swedbank.ee/tingimused in order to examine the procedure of the complaints received by us and the bodies that resolve complaints.

The Financial Supervision Authority (postal address: Sakala 4, Tallinn 15030) exercises supervision over Swedbank’s activities.